# American Occupational Therapy Association's 95th Annual Conference & Expo
# April 16-April 18, 2015, Music City Center, Nashville, TN

## CONTRACT FOR EXHIBIT SPACE

The undersigned, by its duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the American Occupational Therapy Association (hereinafter called "AOTA") for exhibit space at the 2015 Conference on April 16-April 18, at the Music City Center, Nashville, TN (hereinafter called "Facility".) This contract is subject only to (1) the acceptance by counter signature of AOTA's show management, (hereinafter called "AOTA"); and (2) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by AOTA on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon AOTA. The exhibitor further agrees that if, in the opinion of AOTA it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

### TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

**A. EXHIBIT SPACE RENTAL FEE:** The rental fee for exhibit space is nineteen dollars and ninety-five cents ($19.95) per net square foot ($1,995 per 10' by 10' booth); Non-Profit & University Tabletops are $675.00 and Small Business Tabletops are $995.00.

**EARLY SIGN UP DISCOUNT: $100 discount per 10' by 10' booth for exhibitors who resign on-site at AOTA 2014 from April 3-April 5, 2014.**

**B. DEPOSIT AND PAYMENT TERMS ARE:** For booth exhibitors choosing two payments, fifty percent (50%) of the exhibit space rental fee is due no later than June 30, 2014, for contracts received on, or before, June 30, 2014. Thereafter, the fifty percent (50%) payment must accompany the contract. The balance of the rental fee is due and payable by November 30, 2014. Exhibit space contracts submitted after November 30, 2014 must be accompanied by the full payment of the exhibit space rental fee. For Tabletop exhibitors, full payment must accompany the contract. ***Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor.*** Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable", to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor. Checks should be made payable to AOTA.

**Send Contract and Payment to:**

**American Occupational Therapy Association**

**P.O. Box 347222, Pittsburgh, PA 15251-4222**

**C. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing to sales@aota.org, and will be obligated to pay to AOTA liquidated damages based on the schedule listed on reverse. Written notice of cancellation must be received no later than June 30, 2014 to be liable for 0% of rental fee due, and no later than November 30, 2014, to be liable for 50% of rental fee due. Written cancellation received on or after December 1, 2014, obligates the Exhibitor to pay to AOTA 100% of the rental fee due.**

**D. EXHIBIT SPACE:** Size: _____ ft. x _____ ft. Booth No.(s): _____

Total Booth Area: _____ sq. ft. Total Cost: $ _____

**TABLETOPS**: (Please check one) _____ University _____ Non-Profit _____ Small Business Tabletop Number _____

**E. PRODUCTS TO BE EXHIBITED:** _____

**F. ACCEPTANCE AS BINDING CONTRACT:**

Company Name _____

Address _____

_____

City/State/Zip _____

Name _____

(please print)

Title _____

Telephone _____

Fax _____

E-Mail _____

_____

**Signature by Authorized Representative** **Date**

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.

**H. ALL INVOICES SHOULD BE SENT TO:**

Name _____

Title _____

Address _____

(if different) _____

Telephone _____

Fax _____

Email _____

**I. EXHIBITOR SERVICE MANUAL SHOULD BE SENT TO:**

Please provide street address – manuals cannot be shipped to P.O. Boxes

Name _____

Title _____

Address _____

(if different) _____

Telephone _____

Fax _____

Email _____

| | | |
|---|---|---|
| **Payment Option #1 - Credit Card**<br>☐ MasterCard ☐ Visa ☐ American Express | Please submit attached credit card authorization form. | **Payment Option #2 - Check**<br>☐ Check enclosed<br>(All payments in U.S. Funds only drawn on US bank, payable to AOTA) |
| **Please sign to authorize fax and email communications regarding AOTA 2015:** | | |

**For Use by AOTA.**

Exposition Assigned AOTA 2015 Booth Assigned _____ Total Square Feet _____ Total Rental Fee $_____

Accepted for AOTA. _____ Date: _____

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES HEREIN.

Exposition Guidelines ♦ AOTA's 95th Annual Conference & Expo ♦
Exposition Dates: April 16-April 18, 2015 ♦ Music City Center – Nashville, TN

In consideration of the premises contained herein, The American Occupational Therapy Association, Inc. (AOTA), and the participating exhibitor mutually agree as follows:

1. INSTALLATION AND REMOVAL OF EXHIBITS: The exhibit area will be available Wednesday, April 15 from 8:00 am - 4:30 pm, and Thursday, April 16, 8:00 am to 12:00 noon for exhibit preparation and must be ready for final inspection no later than 12:00 noon, April 16. It is mutually agreed that each exhibitor shall be responsible for the delivery and removal of the exhibitor's equipment and/or display materials to and from the exhibit area. The exhibit hours are: Thursday, April 16, 5:30 pm to 9:00 pm; Friday, April 17, 11:00 am to 5:30 pm; Saturday, April 18, 9:00 am to 2:30 pm. Dismantle is Saturday, April 18 from 2:30-6:00 pm and Sunday, April 19 from 8:00 am to 1:00 pm. Exhibit dismantling may not begin until 2:30 pm on Saturday, April 18. AOTA reserves the right to make changes for compelling reasons to the day and or hours indicated above. Exhibitors will be notified of any changes in advance of the Exposition. The exhibitor "no-show" policy is as follows: If booth space is not occupied by 12pm, Thursday April 16, 2015 in accordance with show policy, AOTA shall have the right to use the space. Reletting by AOTA of an Exhibitor's cancelled space shall not act to excuse Exhibitors from assessment.

2. CONTRACTED SERVICES AND INFORMATION: The official service contractor will provide all labor, equipment, and supervision. Complete information, instructions, and schedule of prices regarding shipping and drayage, labor for erecting and dismantling, electrical work, furniture and carpet rental, cleaning, etc., will be included in the Exhibitor Service Manual to be forwarded to the exhibitor after exhibit space has been confirmed and approximately 60 days prior to the Exposition date. An Exhibitor Service Center will be maintained on the Exposition floor to facilitate service requests for exhibitors.

3. ELIGIBILITY: Prior to AOTA contracting with an exhibitor, all debts owed to AOTA and by the potential exhibitor must be paid in full. A contract will not be accepted and exhibit space will not be assigned to a company or university that has an outstanding balance on accounts due to AOTA. AOTA reserves the right to determine the eligibility of any exhibit for inclusion in the Exposition. AOTA's acceptance of an exhibit space contract does not imply AOTA's endorsement of the equipment, supply, or service. Exhibits and the conduct of exhibitors are subject to the approval of AOTA. AOTA reserves the right to require the modification of any exhibit that AOTA determines is not in character with the Exposition. This regulation applies to literature, advertising, novelties, souvenirs, conduct of exhibit representatives, etc. The AOTA Executive Board reserves the right to exclude any exhibitor in the best interest of the Association.

4. EXHIBIT SPACE: A. Booths: AOTA shall provide a standard 10-foot wide by 10-foot deep exhibit space with a backwall sign bearing the exhibitor's firm name, city, state, and booth number. The exhibit space background drape is 8-feet high with 31-inch high sidewall dividers. **The floor of the exhibit space must be covered – carpet may be obtained through the official Exposition decorator**. Furniture, special drapery, and other special services may be obtained at the prevailing rates through the official Exposition decorator. B. Tabletops: Tabletop areas are 8-feet wide by 5-feet deep and the price includes a 6 foot draped table, carpeting, identification sign, and a wastebasket.

5. SPACE ASSIGNMENT: Fully paid contracts will be assigned priority points based on established point system. Consideration of individual exhibitor booth selections will be made in order of highest cumulative point total to the lowest cumulative point total. Contracts received after May 1, 2014 will be assigned exhibit space on a first-come, first-served basis. Space assignment changes may be made at the discretion of AOTA.

6. POSITIONING: Display booths and other exhibits shall not be placed in such a manner as to interfere with other exhibits. Any construction in excess of 4 feet in height must be kept within 5 feet of rear of booth. This rule must be adhered to so no exhibit space will interfere with other exhibits to the right and left of it Any company that purchases two exhibit spaces side by side at the end of an aisle shall not have a solid backdrop that blocks the exhibit spaces behind it. An island is defined as an exhibit space that is free-standing with no adjacent booths and is purchased by one company.

7. BOOTH AND TABLETOP PERSONNEL: A. Booths: The fee for your exhibit space includes exhibit hall passes for up to ten (10) booth personnel for each 10' by 10' booth taken. Booth personnel is limited to five (5) workers per 10' by 10' booth at any time. B. Tabletops: The fee for your exhibit space includes exhibit hall passes for up to four (4) table personnel for each 5' x 8' tabletop area taken. Table personnel is limited to three (3) workers per 5' x 8'' tabletop area at any time. An exhibit hall pass registration form will be provided in the Exhibitor Service Manual.

8. USE OF EXHIBIT SPACE: All products to be exhibited must be identified on the exhibit contract. All demonstrations and interviews must be contained within the limits of your exhibit space. No exhibitor shall assign, sublet, share, or apportion the whole or any part of the space allotted to him or her without the knowledge and prior written consent of the AOTA Show Management. Aisles must be kept clear. Exhibits shall be arranged so that representatives will be inside the space rented.

Each exhibitor must keep an attendant in the display during open hours of the exhibit. All attendants must be bona fide employees or representatives of the exhibitor. Attendants must wear exhibitor badges and be registered as exhibitors.

9. RELOCATION OF EXHIBITS: AOTA Show Management reserves the right to alter locations of booths and tables as shown on the official floor plan.

10. SALES AGREEMENT: Any exhibitor who intends to offer anything for sale shall inform the AOTA Show Management, upon signing the exhibit contract, of the products and services that will be offered for sale. AOTA reserves the right to reject an exhibit contract upon receipt if the products and services that will be offered for sale by an exhibitor are not of a professional nature. AOTA has sole discretion in determining what constitutes undesirable sales and may order an exhibitor to cease such activity on the premises of the show at any time. Exhibitors are expected to conduct all sales in a manner that does not detract from the professional nature of the show. AOTA shall not be responsible for the theft or loss of monies or materials related to any sales. The exhibitor shall be solely responsible for obtaining all licenses and permits required by the city, county, and state and for payment of all taxes and government fees.

11. LITERATURE DISTRIBUTION: Materials may be distributed from your exhibit space only. No materials may be placed on seats, attached to walls, ceilings or woodwork in the Convention Center or left in public places or distributed in the aisles of the Exposition.

12. RAFFLES: If allowed by law, raffles may be permitted in the exhibit area by individual exhibitors..

13. PROTECTION OF PROPERTY: Exhibitors shall be held responsible for any damage done to the building by them, their employees, representatives, or agents. No nails, tacks, or screws shall be driven into walls, woodwork, or floor of the building. No gasoline, kerosene, acetylene, candles, or other flammable or explosive substances or helium will be permitted in the building.

14. ELECTRICAL CONNECTIONS AND CHARGES: All electrical wiring must be approved and installed in accordance with local regulations. All electrical orders will be handled through the Facility and installed by their representatives at prevailing rates. An electrical order form will be mailed to all exhibitors as part of the Exhibitor Service Manual.

15. SECURITY: AOTA will provide general overall 24-hour access control for the Conference period, including move-in and move-out, but AOTA is not responsible for the loss of any materials by or for any cause, and urges the exhibitor to exercise normal precautions to discourage pilferage.

16. LIABILITY: Neither AOTA, the Facility, nor the official service contractor, the employees thereof, nor their representatives, nor any member of the Conference Committee shall be responsible for any injury, loss, or damage that may occur to the exhibitor or the employees of the exhibitor or his or her property from any cause whatsoever, prior to, during, or subsequent to the period covered by the Exhibit Space Contract.

The exhibitor agrees to indemnify AOTA, the Facility, the official service contractor and their employees and representatives against any claims for such loss, damage, or injury. This also includes the period of storage prior to and following the Conference. The exhibitor expressly releases AOTA and its officers, directors, employees, volunteers, and committees from any and all claims for loss, damage, or injury. Small or easily portable articles of value should be properly secured and removed after the closing hours of the Exposition and placed in safe keeping. Exhibitors are encouraged to insure themselves against property loss or damage, and against liability for personal injury.

**17. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing to sales@aota.org, and will be obligated to pay to AOTA liquidated damages based on the following schedule:**

**Prior to June 30, 2014……..…… 0% liability**
**July 1, 2012 to November 30, 2014……..……. 50% liability**
**On or after December 1, 2014…….. 100% liability.**

**All services and benefits included with exhibit space shall be forfeited with the cancellation of space. Reduction of space will result in an equal reduction of included services and benefits.**

18. RESTRICTIONS: AOTA reserves the right to establish restrictions for exhibits in order to enhance the success of the Exposition. This restriction includes persons, animals, conduct, printed materials, or anything of a character that may be objectionable to the exhibit as a whole. No motorized equipment is allowed outside of the exhibit space. If AOTA finds an exhibit in violation of the restrictions, AOTA may order the violation removed or may evict the exhibit. If you violate a restriction or are evicted, AOTA is not liable for any refunds or rentals or other expenses. Exhibitors are expected to conduct themselves in a professional manner at all times. Any complaints shall be resolved by the AOTA Show Management or an agent of the AOTA Show Management.

All construction shall be substantial and fixed in position for the duration of the Exposition. No exhibit that violates any municipal or state law, rules and regulations, including safety codes, will be permitted. No combustible decorations such as canvas, cloth, crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior, or wrapping paper must be removed from the floor and must not be stored under tables or behind displays. All combustible materials (e.g., crates and boxes) shall be limited to a one (1) day supply and maintained in an orderly fashion. Storage of combustible materials behind or under exhibits is prohibited. All decorations, drapes, acoustical materials, table coverings, and other decoration materials must be flame resistant to the satisfaction of the Nashville Fire Department. The approval for the display of any electrical, mechanical, or chemical device, the use, operation, or presence of which in the opinion of the Nashville Fire Department might be hazardous in a public place, must be obtained from the Nashville Fire Department. Publishing companies that are exhibiting shall not solicit other exhibitors to advertise in their publications. Hospitality suites and other events must not interfere or conflict with Conference activities and must be requested in writing from AOTA.

19. SPECIAL VISUAL AND SOUND EFFECTS: Audio visual and other sound attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of AOTA, does not interfere with the activities of neighboring exhibitors. Audio visual effects of purely entertainment character, without educational or information value, will not be permitted.

20. MUSIC LICENSING: The exhibitor shall be responsible for securing any and all necessary licenses or consents for any performances, displays, or other uses of copyrighted works or patented inventions and use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used, directly or indirectly, by the exhibitor.

A. The exhibitor agrees hereby to indemnify, defend, and hold AOTA harmless from and against any claim of liability and any incident or resulting loss, cost, or damage (including costs of lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or no infringements or other violations of the intellectual property rights or the rights of privacy or publicity of any third party.

B. The exhibitor shall provide the AOTA, before the Exposition opening date, with a copy of its music license agreement with ASCAP and/or BMI. If you do not do so, you shall not play any music or, if AOTA determines, you shall pay to AOTA all music license fees required by ASCAP and BMI, for music played at the AOTA Annual Conference and Exposition.

21. EXHIBITOR-SPONSORED SEMINAR ADVERTISING: Personal directional signs are strictly prohibited. Seminars will be listed in the on-site Conference Guide.

22. RIGHTS OF MANAGEMENT: Should any emergency arise previous to the opening date of the AOTA Annual Conference & Expo which would prevent its scheduled opening, as determined by AOTA, it is expressly understood and agreed that AOTA may retain as much of the payment for exhibit space as necessary to cover expenses incurred up to the time of such emergency.

23. THESE RULES AND REGULATIONS are part of the contract between the exhibitor and AOTA. They have been formulated to ensure a successful Exposition. AOTA respectfully asks the full cooperation of the exhibitors in their observance of all rules and regulations. All topics not covered are subject to the decision of AOTA.

24. CONFIDENTIALITY: All attendee lists, exhibitor lists, and conference information is confidential and proprietary to AOTA. It is agreed that as an exhibitor you or anyone within your company will not share, pass-on, or distribute the exhibitor list or attendee list to any other party without the express written consent of AOTA. Should AOTA learn that you or someone within your organization has passed this confidential information on to another party without the association's written consent then AOTA has the authority and right to take action which may include: Denying freight or set-up of your exhibition booth on the AOTA exhibit floor; denying registration badges for you or anyone else affiliated with your organization; retaining fees paid for exhibit space per the terms of the contract as outlined herein; deny further participation of your organization or any person affiliated with your organization at any AOTA future conferences or programs.

25. STATEMENT ABOUT BOOKING OUTSIDE THE AOTA HOUSING BLOCK

AOTA contracts for convention facilities, hotels, and convention centers many years in advance and receives special pricing based upon the agreement of actualizing a minimum amount of guestrooms and convention revenue for the city. We strongly encourage all attendees to secure their guestroom for overnight accommodations within one of the official and designated AOTA Hotels and room blocks as coordinated through the AOTA Conference Housing Bureau. As an attendee if you elect to not stay within the AOTA room block secured and the association as a result does not actualize the minimum requirements contracted, then the association will incur additional costs that could result in higher registration fees and/or mandated policy changes for future conferences.

**26.Photographing and Videotaping of Exhibits and Attendees: Exhibitors, including their employees, agents or subcontractors, are strictly forbidden from photographing or videotaping any aspect of the conference, including any exhibitors and attendees, or to reproduce in any manner any aspect of the conference in any other way, without the written permission of AOTA. Offenders may have their, photograph, film, and recordings confiscated and will be removed from the Expo Hall, Convention Center, and/or Hotel. The official AOTA show photographer/videographer is exempt from this rule.**